



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt resolution authorizing the City Manager or designee to execute standard Electrical Interconnection & Co-Energy/Net Energy Metering Payment Agreements (EUD)

MEETING DATE: October 18, 2006

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager or designee to execute standard 'Electrical Interconnection & Co-Energy/Net Energy Metering Payment Agreements and adopt the standard form of said Agreements as presented and attached.

BACKGROUND INFORMATION: On October 4, 2006, the City Council approved two (2) new rate schedules referred to as the "Co-Energy Metering Rider" and the "Net Energy Metering Rider" to become effective on November 1, 2006.

In order to accommodate future customer-installed wind or solar electric generating facilities, the Electric Utility Department desires to create two new standardized agreements titled "Electrical Interconnection & Co-Energy Metering Payment Agreement" and "Electrical Interconnection & Net Metering Payment Agreement" (attached).

These forms update and replace separate net energy interconnection and payment agreements implemented by the utility approximately four years ago for net metering arrangements. Consolidating these two forms into one document simplifies and reduces the amount of paperwork to be reviewed/signed by the customer prior to installing solar or wind generation. A new agreement for Co-Energy Metering is also being established.

The proposed standard agreements contain provisions to ensure that customer-owned solar and/or wind facilities are installed safely and in compliance with electrical standards and policies. They also stipulate the legal relationship between the parties and incorporate insurance and liability/indemnification provisions designed to protect the City and other customers.

In addition to the adoption of standard form of agreements, this resolution also requests that the City Manager or designee be provided the authority to execute same on behalf of the electric utility. Under the provisions of SB 1 (the Solar Bill) signed into law last month, a significant number of new solar installations are expected after January 1, 2008 when all electric utilities, including Lodi Electric, are required to begin providing rebates to encourage such installations. Advance authorization to execute standard electrical interconnection and payment agreements will improve customer service/satisfaction and comply with the intent of SB1 requiring expeditious utility approvals for new customer-owned solar/wind projects.

APPROVED: _____

Blair King, City Manager

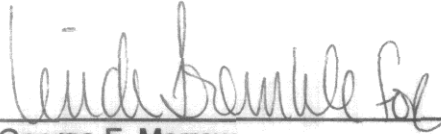
Adopt resolution authorizing the City Manager or designee to execute standard Electrical Interconnection & Co-Energy/Net Energy Metering Payment Agreements (EUD)

October 18, 2006

Page 2 of 2

FISCAL IMPACT: Not applicable.

FUNDING: Not applicable.

A handwritten signature in dark ink, appearing to read "George F. Morrow", written over a horizontal line.

George F. Morrow
Electric Utility Director

Prepared By: Rob Lechner, Manager, Customer Service & Programs

GFM/RSL/lst

Attachments

RESOLUTION NO. 2006-188

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO
EXECUTE STANDARD ELECTRICAL INTERCONNECTION
& CO-ENERGY/NET ENERGY METERING PAYMENT
AGREEMENTS AND ADOPTING A STANDARD FORM
OF SAID AGREEMENTS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager or designee to execute standard Electrical Interconnection and Co-Energy/Net Energy Metering Payment Agreements on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that the City of Lodi hereby adopts a standard form of said Agreements marked Exhibit A attached hereto.

Dated: October 18, 2006

=====

I hereby certify that Resolution No. 2006-188 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 18, 2006, by the following vote:

AYES: COUNCIL MEMBERS – Beckman, Hansen, Johnson, Mounce,
and Mayor Hitchcock

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk



EXHIBIT A



CITY OF LODI ELECTRIC UTILITY
**ELECTRICAL INTERCONNECTION &
CO-ENERGY METERING PAYMENT AGREEMENT**
FOR GENERATING FACILITY OF GREATER THAN 10 KW AND LESS THAN 1.0 MW

_____ "Customer," and the City of Lodi (C.O.L.), referred to collectively as "Parties," or individually as "Party," agree as follows:

1.0 SOLAR or WIND ELECTRIC GENERATING FACILITY:

- 1.1 Project Identification Number: _____
- 1.2 Generating Facility Information:
Type of Generator (Solar/Wind/Hybrid): _____
Generator Nameplate Rating (kW): _____
Gross Nameplate Rating (kW): _____
- 1.3 Customer Service Address: _____
- 1.4 Customer Billing Address: _____
- 1.5 Customer Phone/Fax Number: _____
- 1.6 The Facility may consist of electricity-generating hardware, electrical controls, an inverter, automatic disconnect, and wiring to connect all of the above to C.O.L. electric distribution system (collectively referred to hereafter as the "Facility"). Customer shall furnish a complete description of the Generating Facility, its significant components and single-line diagram as part of this Agreement.
- 1.7 The Facility will be ready for operation on or about: _____
- 1.8 Customer Account/Meter Number: _____

2.0 OPERATING OPTION

Customer has elected to construct, design, install, operate and maintain the Facility in a manner consistent with the normal and safe operation of the electric distribution system owned and operated by C.O.L. The Facility is intended primarily to provide part or all of the Customer's own electrical energy requirements.

By signing this Agreement, Customer understands, accepts, and agrees that connection and operation of the Customer's Facility shall be subject to the terms and conditions set forth in this Agreement and in C.O.L.'s rates, standards, rules and regulations (referred to hereafter as the "Rules"). Any conflict between this Agreement and the Rules will be governed by the terms of the Rules.

3.0 CREDITS FOR CO-ENERGY METERING

All credits for net energy are subject to C.O.L.'s "Rules", as amended from time to time. The provisions of C.O.L.'s schedule CEM, "Co-Energy Metering Rider," shall be applicable. Any changes in C.O.L. rates which would act to modify this Agreement shall automatically be incorporated herein without the need for a formal amendment.

4.0 INTERRUPTION OR REDUCTION OF DELIVERIES

4.1 C.O.L. shall not be obligated to accept, and C.O.L. may require Customer to interrupt or reduce deliveries of energy to C.O.L. : (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of C.O.L.'s equipment or part of C.O.L.'s system; or (b) if C.O.L. determines that curtailment, interruption, or reduction of receipt of energy from Customer's Facility is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

4.2 As practicable, C.O.L. shall give Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required. The Parties acknowledge that such notice is not a legal requirement.

4.3 Notwithstanding any other provision of this Agreement, if at any time C.O.L., in its sole discretion, determines that either (a) the Facility may endanger C.O.L. personnel or member of the general public, or (b) the continued operation of Customer's Facility may impair the integrity of C.O.L.'s electric distribution system, C.O.L. shall have the right to disconnect Customer's

Facility from C.O.L.'s electric distribution system. Customer's Facility shall remain disconnected until such time as C.O.L. is satisfied that the condition(s) referenced in (a) or (b) of this paragraph have been corrected.

4.4 C.O.L. shall not be obligated to compensate Customer for any loss of use of generation of energy during any and all periods of disconnection.

5.0 CONDITIONS OF FACILITY OPERATIONS

5.1 Customer shall deliver available energy from the Facility to C.O.L. at the utility's meter.

5.2 Customer, and not C.O.L. shall be solely responsible for all legal and financial obligations arising from the construction, installation, design, operation, and maintenance of the Facility in accordance with all applicable laws, ordinances, regulations and standards (LORS).

5.3 Customer, at Customer's sole expense, shall obtain and possess all permits and authorizations in accordance with all applicable laws and regulations for the construction, installation, design, operation and maintenance of the Facility.

5.4 Co-energy metering shall be accomplished using two meters in the inter-connection of the Facility in parallel with C.O.L.'s electric distribution system. One meter shall measure the Customer electricity usage and the other meter shall record the power production of the Facility. Customer shall provide and install C.O.L. approved meter socket in accordance with C.O.L.'s metering standards. The customer shall be responsible for all expenses involved in purchasing and installing the appropriate meters with communication interface. Meters shall be capable of measuring electricity flow in both directions and shall be equipped with "time-of-use" measurements.

5.5 C.O.L. may install, at its expense, additional metering equipment.

5.6 In the event the Customer sells said property, this existing Agreement will be null and void. The existing facility system will be disconnected by C.O.L. once the Customer has vacated the premises and before a new owner inhabits the premise. Customer shall notify C.O.L. of such property sale, as well as effective date of said sale of property.

5.7 In the event that said property is a rental property, the customer/owner of property will be responsible for maintaining the system and adhering to all safety requirements. In addition, the property owner will be required to sign the contractual arrangement – not the tenant (renter).

5.8 Customer shall not connect the Facility, or any portion of it, to C.O.L.'s electric distribution system, until written approval of the Facility has been given to Customer by C.O.L. Such approval shall not be unreasonably withheld. C.O.L. shall have the right to have representatives present at the initial testing of Customer's Facility.

5.9 Customer may reconnect its Facility to the C.O.L. system following normal operational outages and interruptions by the Customer, without notifying C.O.L. unless C.O.L. has disconnected service or C.O.L. notifies customer that a reasonable possibility exists that reconnection would pose a safety hazard.

If C.O.L. has disconnected service to the Facility, or C.O.L. has notified Customer that a reasonable possibility exists that reconnection would pose a safety hazard, Customer shall call C.O.L. to request authorization to reconnect the Facility.

6.0 INTERCONNECTION DESIGN STANDARDS

6.1 Customer's Facility, and all portions of it used to provide or distribute electrical power and parallel interconnection with C.O.L.'s distribution equipment shall be designed, installed, constructed, operated and maintained in compliance with this Agreement and C.O.L.'s Rules. Compliance with this section is mandatory unless prior written C.O.L. approval is provided for those specific items not in compliance. Exemptions shall be in writing, signed by C.O.L., and shall be attached to and become a part of this agreement.

6.2 Customer shall conform to applicable California Electric Code (CEC) Standards [CEC 690] and applicable building codes.

6.3 Customer shall have a dedicated circuit from the inverter to electrical service panel with a circuit breaker or fuse [CEC 690-64(b)(1)].

6.4 Customer's overcurrent device at the service panel shall be marked to indicate facility power source [CEC 690-64(b)(4)].

6.5 The Customer's inverter shall have the following minimum specifications for parallel operation with C.O.L.

Inverter output shall automatically disconnect from C.O.L. source upon loss of C.O.L. voltage and not reconnect until C.O.L. voltage has been restored by C.O.L. [CEC 690-61]. The facility shall synchronize with C.O.L.'s electric distribution system voltage and frequency before closing in parallel.

Inverter shall meet the applicable requirements of IEEE 929, "Recommended Practice for Utility Interface of Photovoltaic (PV) Systems," IEEE 519, "Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems," and Underwriters Laboratories (UL) 1741, "Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Power Systems."

6.6 The Customer shall comply with C.O.L.'s Engineering Construction Standard 942 0240.

6.7 The Facility shall be designed and constructed for grid connection in accordance with the Interconnection, Protective Equipment, Power factor, Metering and Operating Requirements and other applicable provisions as stipulated in C.O.L.'s Rules. Power system studies and special operating agreement may be required before interconnecting the Customer's Facility to C.O.L.'s electric distribution system.

7.0 MAINTENANCE AND PERMITS

Customer shall: (a) maintain the Facility in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, requirements of Section 6.0 above, and (b) to the extent that future requirements may require, obtain any governmental authorizations or permits required for the operation of the Facility. Customer shall reimburse C.O.L. for any and all losses, damages, claims, penalties, or liability C.O.L. incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Customer's Facility. C.O.L.'s receipt of final inspection/permits from the customer is a condition precedent to C.O.L.'s execution of this Agreement.

8.0 ACCESS TO PREMISES

C.O.L. may enter Customer's premises without prior notice (a) to inspect at all reasonable hours Customer's protective devices and read or test any meter for the Facility and (b) to disconnect, at any time, without notice, the Facility if, in C.O.L.'s sole opinion, a hazardous condition exists. The Customer's protective devices, disconnects and facilities for the C.O.L. metering equipment shall not be located behind locked gates, as viewed from the street, or have access obstructed by landscaping, stored materials and/or equipment (Lodi Municipal Code section 13.20.130).

9.0 INDEMNITY AND LIABILITY BY CUSTOMER

9.1 Customer shall indemnify and hold C.O.L., its elected officials, officers, agents and employees harmless against all loss, damages, expense and liability to third persons for injury or death of persons or injury to property caused by the Customer's engineering, design, construction, installation, ownership, maintenance or operations of, or the making of replacements, additions or betterment to, or by failure of, the Facility in connection with this Agreement by reason of omission or negligence, whether active or passive. Customer shall, on C.O.L.'s request, defend any suit asserting a claim covered by this indemnity provision. Customer shall pay all costs, including attorneys fees, that may be incurred by C.O.L. in enforcing this indemnity provision.

9.2 Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to, any person not a party to this Agreement. Neither C.O.L., its elected officials, agents or employees shall be liable for any claims, demands, costs, losses, causes of action, or any other liability of any nature or kind, arising out of the engineering, design, construction, ownership, maintenance or operation of, or making of replacements, additions or betterment to, Customer's Facility except to the extent actually caused by the sole and gross negligence of C.O.L.

9.3 Neither C.O.L., its elected officials, agents or employees shall be liable for damages of any kind to the Facility caused by any electrical disturbance of the C.O.L. system or on the system of another, whether or not the electrical disturbance results from the negligence of C.O.L. or not.

9.4 In connection with the Customer's performance of its duties and obligations under this Agreement, the Customer shall maintain, during the term of the Agreement, general liability insurance covering bodily injury and property damage in accordance with C.O.L.'s Rules. C.O.L. shall have the right to inspect or obtain a copy of any policy of insurance required in accordance with C.O.L.'s Rules.

10.0 GOVERNING LAW AND VENUE

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California. Venue for any legal proceedings brought under this Agreement shall be with the San Joaquin County Superior Court.

11.0 AMENDMENTS, MODIFICATIONS OR WAIVER

This Agreement will at all times be subject to C.O.L.'s Rules, as amended from time to time. Any changes in C.O.L. Rules which would act to modify this Agreement shall automatically be incorporated herein without the need for a formal amendment.

Except as otherwise provided herein, any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing and signed by the Parties.

12.0 NOTICES

All written notices shall be directed as follows:

City of Lodi Electric Utility
Attn: Customer Programs
1331 S. Ham Lane, Lodi, CA 95242

Customer's notices to C.O.L. pursuant to this Section 12 must refer to the Project Identification Number set forth in Section 1.1.

CUSTOMER: Customer name and billing address as shown on front page.

Notice by first-class mail, postage prepaid, shall be deemed to have been made 3-days from the date of mailing. Notice by overnight delivery or hand-delivery shall be deemed to have been made as of the date of receipt.

13.0 TERM OF AGREEMENT

This Agreement shall be in effect when signed by the Customer and C.O.L. This Agreement shall remain in effect unless terminated by either Party upon thirty (30) days prior written notice in accordance with Section 12. C.O.L. may terminate this Agreement for any violation of this Agreement or any violation of C.O.L.'s Rules.

14.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the understanding of the Parties and supercedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification or amendment to this Agreement must be in writing and executed by the Parties.

15.0 SIGNATURES

The signatories to this Agreement represent that each has full right, power, and authority to execute this Agreement on behalf of the entity each purports to represent.

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

CUSTOMER

SIGNATURE

NAME

TITLE

DATE

CITY OF LODI, a municipal corporation, ELECTRIC UTILITY

SIGNATURE

NAME

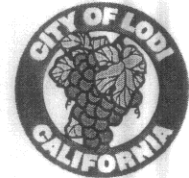
ELECTRIC UTILITY DIRECTOR

TITLE

DATE



CITY OF LODI ELECTRIC UTILITY
**ELECTRICAL INTERCONNECTION &
NET ENERGY METERING PAYMENT AGREEMENT**
FOR GENERATING FACILITY OF 10 KW OR LESS



_____ "Customer," and the City of Lodi (C.O.L.), referred to collectively as "Parties," or individually as "Party," agree as follows:

1.0 SOLAR OR WIND ELECTRIC GENERATING FACILITY:

1.1 Project Identification Number: _____

1.2 Description of Customer's Generating Facility:

Type of Generator (Solar/Wind/Hybrid) _____

Generator Rating (CEC PTC Watts-DC) _____

Inverter Manufacturer used with Generator _____

Inverter Model No. _____

System Rating (Watts-AC) _____

1.3 Customer's Service Address: _____

1.4 Customer's Billing Address: _____

1.5 Customer's Phone No. at Service Address (): _____

Alternate (): _____

1.6 The Facility consists of electricity-generating hardware, electrical controls, an inverter, automatic disconnect, and wiring to connect all of the above to C.O.L. electricity distribution system at C.O.L. meter (collectively referred to hereafter as the "Facility").

1.7 The Facility will be ready for operation on or about: _____

1.8 Customer Account No.: _____

2.0 OPERATING OPTION

Customer has elected to construct, design, install, operate and maintain the Facility in a manner consistent with the normal and safe operation of the electric distribution system owned and operated by C.O.L. The Facility is intended primarily to provide part or all of the Customer's own electrical energy requirements.

By signing this Agreement, Customer understands, accepts, and agrees that connection and operation of the Customer's Facility shall be subject to the terms and conditions set forth in this Agreement and in C.O.L.'s rates, standards, rules and regulations (referred to hereafter as the "Rules"). Any conflict between this Agreement and the Rules will be governed by the terms of the Rules.

3.0 CREDITS FOR NET ENERGY METERING

All credits for net energy are subject to C.O.L.'s "Rules", as amended from time to time. The provisions of C.O.L.'s schedule NEM, "Net Metering Rider," shall be applicable. Any changes in C.O.L. rates which would act to modify this Agreement shall automatically be incorporated herein without the need for a formal amendment.

4.0 INTERRUPTION OR REDUCTION OF DELIVERIES

4.1 C.O.L. shall not be obligated to accept, and C.O.L. may require Customer to interrupt or reduce deliveries of energy to C.O.L. : (a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of C.O.L.'s equipment or part of C.O.L.'s system; or (b) if C.O.L. determines that curtailment, interruption, or reduction of receipt of energy from Customer's Facility is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

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ger C.O.L. personnel or member of the general public, or (b) the continued operation of Customer's Facility may impair the integrity of C.O.L.'s electric distribution system, C.O.L. shall have the right to disconnect Customer's Facility from C.O.L.'s electric distribution system. Customer's Facility shall remain disconnected until such time as C.O.L. is satisfied that the condition(s) referenced in (a) or (b) of this paragraph have been corrected.

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5.2 Customer, and not C.O.L. shall be solely responsible for all legal and financial obligations arising from the construction, installation, design, operation, and maintenance of the Facility in accordance with all applicable laws, ordinances, regulations and standards (LORS).

5.3 Customer, at Customer's sole expense, shall obtain and possess all permits and authorizations in accordance with all applicable laws and regulations for the construction, installation, design, operation and maintenance of the Facility.

5.4 Net Energy metering shall be accomplished using a single meter capable of registering the flow of electricity in two directions. If the Customer's existing electrical meter is not capable of measuring the flow of electricity in two directions, C.O.L. shall replace the meter with a Net Energy Meter (NEM). Customer shall provide and install C.O.L. approved meter socket in accordance with C.O.L.'s metering standards. The customer shall be responsible for all expenses involved in purchasing and installing a meter that is able to measure electricity flow in two directions.

5.5 C.O.L. may install, at its expense, additional metering equipment.

5.6 In the event the Customer sells said property, this existing Agreement will be null and void. The existing facility system will be disconnected by C.O.L. once the Customer has vacated the premises and before a new owner inhabits the premise. Customer shall notify C.O.L. of such property sale, as well as effective date of said sale of property.

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6.2 Customer shall conform to applicable California Electric Code (CEC)

Standards [CEC 690] and applicable building codes.

6.3 Customer shall have a dedicated circuit from the inverter to electrical service panel with a circuit breaker or fuse [CEC 690-64(b)(1)].

6.4 Customer's overcurrent device at the service panel shall be marked to indicate facility power source [CEC 690-64(b)(4)].

6.5 The Customer's inverter shall have the following minimum specifications for parallel operation with C.O.L.

Inverter output shall automatically disconnect from C.O.L. source upon loss of C.O.L. voltage and not reconnect until C.O.L. voltage has been restored by C.O.L. [CEC 690-61].

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6.6 The Customer shall comply with C.O.L.'s Engineering Construction Standard 942 0240.

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Customer shall: (a) maintain the Facility in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, requirements of Section 6.0 above, and (b) to the extent that future requirements may require, obtain any governmental authorizations or permits required for the operation of the Facility. Customer shall reimburse C.O.L. for any and all losses, damages, claims, penalties, or liability C.O.L. incurs as a result of Customer's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Customer's Facility. C.O.L.'s receipt of final inspection/permits from the customer shall be a condition precedent to C.O.L.'s execution of this Agreement.

8.0 ACCESS TO PREMISES

C.O.L. may enter Customer's premises without prior notice (a) to inspect at all reasonable hours Customer's protective devices and read or test any meter for the Facility and (b) to disconnect, at any time, without notice, the Facility if, in C.O.L.'s sole opinion, a hazardous condition exists. The Customer's protective devices, disconnects and facilities for the C.O.L. metering equipment shall not be located behind locked gates, as viewed from the street, or have access obstructed by landscaping, stored materials and/or equipment (Lodi Municipal Code section 13.20.130).

9.0 INDEMNITY AND LIABILITY BY CUSTOMER

9.1 Customer shall indemnify and hold C.O.L., its elected officials, officers, agents and employees harmless against all loss, damages, expense and liability to third persons for injury or death of persons or injury to property caused by the Customer's engineering, design, construction, installation, ownership, maintenance or operations of, or the making of replacements, additions or betterment to, or by failure of, the Facility in connection with this Agreement by reason of omission or negligence, whether active or passive. Customer shall, on C.O.L.'s request, defend any suit asserting a claim covered by this indemnity provision. Customer shall pay all costs, including attorneys fees, that may be incurred by C.O.L. in enforcing this indemnity provision.

9.2 Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to, any person not a party to this Agreement. Neither C.O.L., its elected officials, agents or employees shall be liable for any claims, demands, costs, losses, causes of action, or any other liability of any nature or kind, arising out of the engineering, design, construction, ownership, maintenance or operation of, or making of replacements, additions or betterment to, Customer's Facility except to the extent actually caused by the sole and gross negligence of C.O.L.

9.3 Neither C.O.L., its elected officials, agents or employees shall be liable for damages of any kind to the Facility caused by any electrical disturbance of the C.O.L. system or on the system of another, whether or not the electrical disturbance results from the negligence of C.O.L. or not.

9.4 In connection with the Customer's performance of its duties and obligations under this Agreement, the Customer shall maintain, during the term of the Agreement, general liability insurance covering bodily injury and property damage in accordance with C.O.L.'s Rules.

9.5 C.O.L. shall have the right to inspect or obtain a copy of any policy of insurance required in accordance with C.O.L.'s Rules.

10.0 GOVERNING LAW AND VENUE

This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California. Venue for any legal proceedings brought under this Agreement shall be with the San Joaquin County Superior Court.

11.0 AMENDMENTS, MODIFICATIONS OR WAIVER

This Agreement will at all times be subject to C.O.L.'s Rules, as amended from time to time. Any changes in C.O.L. Rules which would act to modify this Agreement shall automatically be incorporated herein without the need for a formal amendment.

Except as otherwise provided herein, any amendments or modifications to this Agreement shall be in writing and agreed to by both Parties. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of the breach of any other term or covenant unless such waiver is in writing and signed by the Parties.

12.0 NOTICES

All written notices shall be directed as follows:

City of Lodi Electric Utility
Attn: Customer Programs
1331 S. Ham Lane, Lodi, CA 95242

Customer's notices to C.O.L. pursuant to this Section 12 must refer to the Project Identification Number set forth in Section 1.1.

CUSTOMER: Customer name and billing address as shown on front page.

Notice by first-class mail, postage prepaid, shall be deemed to have been made 3-days from the date of mailing. Notice by overnight delivery or hand-delivery shall be deemed to have been made as of the date of receipt.

13.0 TERM OF AGREEMENT

This Agreement shall be in effect when signed by the Customer and C.O.L. This Agreement shall remain in effect unless terminated by either Party upon thirty (30) days prior written notice in accordance with Section 12. C.O.L. may terminate this Agreement for any violation of this Agreement or any violation of C.O.L.'s Rules.

14.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the understanding of the Parties and supercedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by the Parties.

15.0 SIGNATURES

The signatories to this Agreement represent that each has full right, power, and authority to execute this Agreement on behalf of the entity each purports to represent.

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

CUSTOMER

SIGNATURE

NAME

TITLE

DATE

CITY OF LODI, a municipal corporation, ELECTRIC UTILITY

SIGNATURE

NAME

ELECTRIC UTILITY DIRECTOR

TITLE

DATE

WHITE - C.O.L. E.U.D.

YELLOW -

CUSTOMER

BLUE - C.O.L. C.D.